



End-User Terms & Conditions

This document (V1.0) is effective from 1st February 2019

The Moneyvault End-User Terms of Service is an agreement between Jefferson & Bennett Group Ltd (“Moneyvault”, “we”, “us”, “our”) and a customer (“End-User”, “you”) that uses Moneyvault’s services through an application (web or mobile app). Please read these terms carefully.

This document should only be read in conjunction with the following documents also posted at <https://www.moneyvault.online/terms.html>, or as stand-alone documents.

(1) Paynetics AD Terms and Conditions - Consumer Cards; (2) Paystratus Group Ltd (Weavr/ End-User Agreement - Platform Access and Data Processing Agreement.

Introduction

Set out below are the terms of service (“Terms of Service”) which apply when you (the “End-User”) use the Service (defined below) and which set out the legally binding conditions which govern our provision of the Service to you.

Your use of the Service is conditional on your acceptance of these Terms. You should read these Terms of Service carefully and make sure you understand them before agreeing to them. These Terms of Service are available for you to download. You may also request a copy of these Terms of Service from us at any time after your use of the Service by emailing us at enquiries@moneyvault.online. The Terms of Service are only available in English.

Who we are

We are Jefferson & Bennett Group Ltd (“Moneyvault”), a company registered in England and Wales (company number 11507244) and our address is: Adam House, 7-10 Adam Street, London, England, WC2N 6AA, UK (“we”, “us”, “our”).

Our services

Our services to you include the following (together, the “Service”):

- We will provide you with a software tool (the “Tool”) which you can use to transmit information relating to payment accounts (“Account Information”) that you hold with Paynetics AD that maintains a payment account on your behalf that is accessible online (the “Provider”), according to these Terms of Service.
- To use the Tool you will need to provide the same identifying information that you use to access the relevant payment accounts when you log in yourself (the “Credentials”).

1. The Tool will allow you to use your Credentials to retrieve such Account Information as you choose to transmit to the Provider. Schedule 1 lists the information that you can elect to retrieve and transfer using the Tool.

2. We may use internet providers, web browsers or other third parties to access your Data to provide you with the Service.

We have arranged for your Moneyvault Account to be provided to you by Paynetics AD, being a regulated by the Bulgarian National Bank with company address: 31 Alexander Malinov Blvd, Sofia 1729, Bulgaria. Registration No:205220011 and VAT BG205220011.

You will be required to accept Paynetics AD's Terms and Conditions which will apply to Paynetics AD's provision of the Moneyvault Account to you.

Your access to the Payment Services, and the associated exchange of your personal and financial data, takes place via a secure personal and financial data access platform operated by Paystratus Group Ltd (trading as Weavr).

The Account Information collected from Paynetics AD or Paystratus Group Ltd is not checked for accuracy and we cannot check that the aggregated information provided to Paystratus Group Ltd or Paynetics AD is accurate, although we will of course use all reasonable efforts to ensure that our aggregation of that Account Information is accurate.

The services provided by each Provider (Paynetics AD and Paystratus Group Ltd) are dealt with by the agreements that you have with each of them. As a result, we have no responsibility for the products and services provided to you by Paynetics AD, or Paystratus Group Ltd, or any other third party and are not liable to you for any harm, damage or loss arising from your use of those products and services.

In particular, you should check your Paynetics AD and Paystratus Group Ltd's rules on data privacy. Once your Account Information (including any personal data) is transmitted through our software to a Provider, that Provider (and not Moneyvault) becomes responsible for it.

Additional Services

From time to time we may offer additional services through the Tool (the "Additional Services"). These Additional Services may be subject to separate terms and conditions which will be provided to you before you opt-in. Where an Additional Service includes a fee we will specify this to you and ensure that you first opt into any such additional fee. If you choose to subscribe to an additional service through the Tool, you agree to pay the relevant fees. Upon sign-up, any such subscription will promptly go into effect, and you will begin receiving access to the features and services available under the relevant service. If we are unable to collect payment of the relevant subscription fee within 5 days of the date payment was due to be collected, we reserve the right to terminate your additional services. Where the fees for an additional service are periodic rather than transactional, the fee for the first period will be prorated to your use start date and if you discontinue the service the downgrade will be treated as effective only from the beginning of the next period following your election to unsubscribe from the service. If these Moneyvault Terms are terminated, we shall reimburse the monthly fees for Additional Services to you on a pro rata basis (unless otherwise provided for in the terms and conditions for these Additional Services). We may refuse your request to subscribe to one of our Additional Services in our sole discretion.

What happens when you use the Service

By using the Service, you:

- represent that you are allowed to use the Credentials for this purpose, without any obligation by us to pay any fees or subject to any other limitations including any agreements with third parties.
- give us your explicit consent to retrieve, merge and/or aggregate your Account Information for you using the Tool and transmit it to the relevant Providers for the purpose of providing the Service when you access the Tool through your Provider;
- agree that you will not:
 - use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our website at <https://www.moneyvault.online> or any other Moneyvault domain (the “Site”) or the Service or any portion of them without our express written consent, which may be withheld at our sole discretion;
 - use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service;
 - post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Site or the Service; or
 - attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service for any purpose other than those provided for by us and in conjunction with the operation of the Service.

We take your privacy seriously and we use your personal data in line with our Privacy Policy. You agree to us processing your personal data in accordance with the Privacy Policy and these Terms of Service for the purpose of providing the Service to you. If you are not comfortable with how we handle your personal data as explained in the Privacy Policy, you should not use our Service.

Liability

You agree that you will be liable for any losses sustained by Moneyvault as a result of your breach of these Terms of Service and will compensate Moneyvault in full for any such losses.

Our ownership of the Site and the Service

We are the owner or the licensee of all intellectual property rights in the Service, the Site, the Mobile App and in the material published on the Site. All of those works are protected by copyright and other intellectual property laws and treaties around the world. All rights are reserved to the relevant owner or licensee of those works.

Disclaimer of Representations and Warranties

While we will provide the Service with reasonable care and skill, the content and all services and products associated with the Service or provided through the Site or the Service are provided to you on an “as-is” and “as available” basis.

Subject to the section below, under ‘What if things go wrong?’, we make no express representations or warranties of any kind:

- as to the content or operation of the Service;
- as to the accuracy, reliability or completeness of the content of the Service (except for our aggregation methods); or
- that the content that may be available through the Service is free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information.
- and expressly disclaim any warranties of non-infringement or fitness for a particular purpose.

What if things go wrong?

We will not be liable nor responsible for any harm, damage or loss to you arising from or relating to hacking, tampering or any unauthorised access to your Account Information, Credentials or other data outside of the Service that we provide. You warrant that you have undertaken all reasonable efforts to ensure and secure your Credentials and Account Information outside of the Service that we provide. Subject to the section below, our liability to you for any cause whatever and regardless of the form of the action, if proven, will at all times be limited. You can read more about our security measures in Schedule 2.

We are not liable to you for any harm, damage or loss to you arising from the acts or omissions of any third parties, including in particular Paynetics AD, Paystratus Group Ltd, and Providers.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Service.

We are registered with the Information Commissioner’s Office (“ICO”), the regulator in charge of data protection and privacy under registration number ZA570376.

Where we become aware of any personal data breaches in relation to the Service and your Credentials where such a breach is likely to result in high risk of adversely affecting your rights and freedoms we will, where feasible report such a breach to the ICO and to you within 72 hours of becoming aware of the breach.

If you suspect that somebody else has access to your Credentials and is fraudulently using them to access the Service, you must contact us immediately by email to the following address: security@moneyvault.online.

Where your Provider (Paynetics AD or Paystratus Group Ltd) may have been a breach of the agreement between you and your Provider, then please notify your Provider copying enquiries@moneyvault.online.

About this agreement

These Terms of Service will apply each time you use our Service.

We may at any time terminate or withhold your access to all or any part of our Service at any time, effective immediately:

- if you have breached any provision of these Terms of Service (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms of Service); or
- if we, in our sole discretion, believe we are required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful).

Changes to these Terms of Service

Each time you use our Service you will be bound by the Terms of Service in force at that time.

From time to time, we may change these Terms of Service. If we do this then we will publish those changes on our Site and you will be bound by those new terms the next time you use our Service. If you do not agree to those changes you should not use our Service. You can always ask us for the terms of service which were in force when you used the Tool.

Who Decides Disputes?

The courts of England and Wales will have exclusive jurisdiction to settle any disputes arising under or in connection with these Terms of Service.

These Terms of Service and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

Should you wish to raise a complaint in relation to the service with Paynetics AD or Paystratus Group Ltd, please refer to the complaints policy of Paynetics AD or Paystratus Group Ltd.

Should you wish to raise a complaint with us, please review our Complaints Policy and follow the procedure contained therein.

Entire Agreement

These Terms of Service constitute the entire agreement and understanding between the parties in respect of the Service and supersede any previous agreement between the parties relating to such matter. Each of the parties represents and undertakes that in entering these Terms of Service it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether party to these Terms of Service or not) other than as expressly set out in these Terms of Service.

If any provision or part-provision of these Terms of Service is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms of Service.

A waiver of any right or remedy under these Terms of Service or by law is only effective if given in writing.

A failure or delay by either party to exercise any right or remedy provided under these Terms of Service or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms of Service or by law shall prevent or restrict the further exercise of that or any other right or remedy.

All covenants, agreements, representations and warranties made in these Terms of Service shall survive your acceptance of these Terms of Service and the termination of these Terms of Service.

Schedule 1 - Account Information

Your Account Information (as defined in the Terms of Service and Customer Agreement) includes, but is not limited to, the following types of financial and personal information:

- Personal information: name, date of birth, full address(es), email address, phone number, gender;
- Payment account information:
- Account type (e.g. current, saving, debit card);
- Account name;
- IBAN/Account number/Sort code/SWIFT;
- Currency;
- Account balance information:
- Available balance (prepaid cards);
- Information on transactions:
- Time;
- Description;
- Amount;
- Metadata (arbitrary data that banks associate with a transaction e.g. category); and/or

If you have any questions about your Account Information or how it is used, please see our Privacy Policy at the following link <https://www.moneyvault.online/privacy.html> or contact us by email at enquiries@moneyvault.online.

Schedule 2 - Security

The Service uses bank grade security standards to protect your Account Information and Credentials (as defined in the Terms of Service) and ensure users' privacy. Security measures are implemented for both your Account Information and Credentials at rest and data in transport.

Data Encryption

Our database servers encrypt Account Information (etc.) using the standard AES 256bit encryption. We generate a multi-part encryption key, one for you, one for us, and one that we store on behalf of the user and in a separate network.

The encrypted information needs all of the three keys simultaneously in order to be decrypted. The encryption keys are rotated and our segments of the key are managed in a network separated from the database and application servers. All the application secrets and keys are stored in a fault-tolerant key management cluster with limited access. The master key is kept in an air-gapped, secure vault to ensure a maximum level of security.

Transmission Security

All data served over our REST API uses HTTPS. We regularly audit our security setup to ensure that the certificates we serve are up to date. We force HTTPS for all connections to our API server to ensure that the information is always encrypted during the transport from our server to the Provider (as defined in the Terms of Service) application. It is important that you use the same methods to ensure that the information is encrypted all the way to the end user.

Logging

We log all the API calls and track the interactions with Moneyvault API for later review.

Inconsistency between any of the provisions

If there is any inconsistency between any of the provisions of:

- Moneyvault End-User Terms & Conditions Service
- Paynetics AD Terms and Conditions - Consumer Cards
- Paystratus Group Ltd/Weavr/ End-User Agreement Platform Access and Data Processing Agreement

relating to Terms of Service, then, any inconsistency relating to the provision of Payment Services:

the Paynetics AD Terms and Conditions - Consumer Cards shall prevail in preference to the Platform Access and Data Processing Agreement and the Solution Agreement and the Paystratus Group Ltd (Weavr/ End-User Agreement shall prevail in preference to the Moneyvault End-User Terms & Conditions Service; and in relation to any other matter:

the Paystratus Group Ltd (Weavr/ End-User Agreement) shall prevail in preference to the Paynetics AD Terms and Conditions - Consumer Cards and the Moneyvault End-User Terms & Conditions Service and the Paystratus Group Ltd (Weavr/ End-User Agreement) shall prevail in preference to the Moneyvault End-User Terms & Conditions Service.

Moneyvault's Intellectual Property Rights

As part of the Services provided under these Moneyvault Terms, we grant you a non-exclusive, non-transferable right, without the right to grant sublicences, to use the Tool during the term of these Moneyvault Terms solely for your personal usage.

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The Tool and the Moneyvault websites and all intellectual property rights contained therein, including but not limited to any content, are owned or licenced by us. Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Tide's intellectual property includes all logos related to the Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Moneyvault. You may not copy, imitate or use Tide's intellectual property rights without prior written consent.

We reserve all of our rights in any intellectual property in connection with these Moneyvault Terms. This means, for example, that we remain owners of them and are free to use them as we see fit.

Nothing in these Moneyvault Terms grants you any legal rights in the Moneyvault Tool and/or the Moneyvault websites, other than as set out in these Moneyvault Terms. You agree not to adjust or try to circumvent or delete any notices contained on the Moneyvault Tool (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the Moneyvault Tool.

Any feedback, comments, and suggestions you may provide for improvements to the Moneyvault Tool or Services ("Feedback") is given entirely voluntarily and Moneyvault will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. Feedback includes, without limitation, feedback you provide to Moneyvault in response to any surveys Moneyvault conducts, through any available technology, about your experience.

Your Obligations

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